

## Terms of Service

**Updated: April 16, 2021**

AltoIRA.com is a website (“Site”) operated by Alto Solutions, Inc., a Delaware corporation (“Alto,” “we” or “us”) for the purpose of opening and managing self-directed individual retirement accounts and qualified retirement plan accounts (“Accounts”) and alternative investments made through Accounts. The following terms and conditions (“Terms”) govern your use of the Site and the infrastructure, software and services that support the Site (collectively, the “Alto Platform”).

These Terms of Service (the “Agreement”) is a contract between you (the “User,” “you,” or “your”) and Alto. The term User in this Agreement includes persons who use the Alto Platform to establish and maintain an Account (“Investors”) and persons (and agents for entities and persons) who offer and sell assets comprising alternative investments to potential Investors (“Issuers”). The terms “Investor” or “Issuer” may be used specifically in this Agreement where a clause pertains only to that category of User.

**PLEASE READ THESE TERMS CAREFULLY. YOUR AGREEING TO THESE TERMS, INCLUDING THE FEE AND PAYMENT TERMS BELOW, IS A REQUIRED PREREQUISITE TO YOUR REGISTRATION AND USE OF THE ALTO PLATFORM. IF YOU DO NOT AGREE TO THESE TERMS YOU SHOULD LEAVE THIS SITE. YOU UNDERSTAND THAT BY CHECKING THE BOX AND CLICKING THE “ACCEPT” BUTTON, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT ENTITY,**

### 1. USERS

The Alto Platform is available only to persons who are at least eighteen (18) years old and legal entities otherwise capable of forming legally binding contracts under applicable law. You will only use the Site, Alto Platform, and information available on the Site for the purpose for which it was made available. You will not engage in any activity that interferes with or disrupts the functioning of the Site. You agree to comply with the laws that apply to your use of this Site and the Alto Platform. You represent and warrant that all information you provide to us through the Alto Platform or otherwise is truthful and accurate.

We may assign you a User ID. The User is solely responsible for ensuring and maintaining the secrecy and security of the User’s login credentials. You must immediately notify us if you suspect that your password has been lost or stolen. By using your Alto User account, you acknowledge and agree that Alto’s account security procedures are commercially reasonable.

### 2. FEES AND PAYMENT

**Fee.** Alto charges Investors a fee to establish and maintain an Account and for transactions initiated through the Alto Platform. Alto also may charge Issuers for the use of certain Alto Platform services. User acknowledges they have reviewed the Alto pricing page [here](#). *Transaction fees cover costs of administration, use of the Alto platform and custodial costs, and does not represent a sales commission.* Unless otherwise reflected in the payment section of the Site, Fees exclude any applicable sales, use, excise or similar taxes, payment of which is the responsibility of User.

User hereby authorizes Alto to run credit card authorizations on all credit cards provided by User, to store credit card details as User’s method of payment, and to charge User’s credit card

(or any other form of payment authorized by Alto or mutually agreed to between User and Alto). User acknowledges that Alto reserves the right to modify Fees and pricing terms prospectively at any time in Alto's discretion, upon notice to User.

**Annual Subscriptions.** Your subscription for Alto services begins as soon as your initial payment is processed. You will be charged, in one lump sum, the annual rate stated at the time of purchase. Annual Subscription fees may be charged and collected in full upfront or in quarterly or monthly installments. Your subscription will automatically renew on your annual renewal date until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every year until you cancel.

We will automatically charge you the then-current rate for your plan, every year upon renewal until you cancel. We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel.

You may cancel your subscription anytime via your Alto Dashboard or by contacting Customer Support at [help@altoira.com](mailto:help@altoira.com). All payments coming due prior to our receipt of notice of cancellation are non-cancellable, payable in full and non-refundable. Your access to the Alto Platform and services will continue to be provided for the remainder of the applicable prepaid term. You will not be charged for Fees that otherwise would come due following the cancellation date, other than account closing fees or other charges incidental to services performed in connection with closing of your account.

**Non-payment.** If User fails to pay any Fee or other amounts due under this Agreement, whether by cancelling User's credit card, initiating an improper charge back, or any other means, User's Alto account may be suspended, no additional payments or other transactions may be processed, and any work-in-progress may be stopped. Assets in the User's Account also may be liquidated or distributed in accordance with applicable law. Without limiting other available remedies, User will be liable to reimburse Alto for amounts due upon demand, plus any applicable processing fees, charges or penalties, plus interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law, plus attorneys' fees and other costs of collection as allowed by law. In its discretion, to the extent permitted by law, Alto may set off amounts due against other amounts received from or held for User, make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

### 3. DISCLAIMERS AND USER RESPONSIBILITIES

**Role of Alto.** Accounts can be used to invest in private equity, loans, promissory notes, commodities, real estate, cryptocurrency and other digital assets and other alternative investments. **All investments held in an Account opened through the Alto Platform are maintained by one or more third-party custodians (each, the "Custodian"), whose services are governed by separate terms and conditions.** You agree that the Custodian of your investments may change from time to time, and your agreement with a Custodian may be assigned to a new Custodian so long as Alto acts as agent for such Custodian. The Alto Platform and related services are provided subject to your acceptance of and continuing compliance with the Custodian's terms and conditions of service.

Investors, their Account Custodians and Issuers can use the Alto Platform to receive and exchange records and initiate transactions with one another. Alto is NOT a registered or licensed broker, dealer, broker-dealer, funding portal, investment advisor or investment manager in the United States or elsewhere. The Custodian may delegate certain administrative functions to Alto as a third party administrator and agent of the Custodian. Investments in Accounts will be made,

and assets in each Account will be titled and held, in the name of AltoIRA, Custodian, and this refers to Alto as agent for the Custodian for the benefit of the Investor's Account. However, Alto is not a custodian or trustee. As such, Alto is not acting as a fiduciary for any investor or user, and Alto disclaims any broker-client, trustee-client or adviser-client relationship with any party using this Site, the Alto Platform, and related services.

Alto makes no representation as to the completeness or accuracy of the information provided by any Issuer or third party on the Alto Platform. Alto does not endorse or represent the reliability or accuracy of any content or information distributed through or accessed from the Alto Platform, and has not performed any investigation into such information. By using the Alto Platform, each Investor acknowledges and agrees that Alto does not provide any representation, warranty or assurance of any kind with respect to the nature, quality, validity or legality of any information posted to the Alto Platform or offering of securities by any Issuer. Alto shall have no liability for any investment decisions made based upon such information. Any reliance upon any content or information distributed through or accessed from the Alto Platform is at the User's sole risk.

**Responsibilities of Investor.** Alto does not provide legal, accounting or tax advice. Investors should consult their own legal, accounting and tax advisors before using Accounts or investing in alternative assets. Alto is not an investment advisor. No communication by Alto or its employees, agents or representatives, through the Alto Platform, by phone or otherwise, should be construed as a recommendation of any security offering, Issuer, investment or asset. Instructional and informational content and forms at this Site are for educational and administrative purposes only and are not intended as investment advice.

The Alto Platform is intended only for investors who fully understand and are willing to accept the high risk associated with private investments and the management of Accounts. Companies offering private equity and debt securities tend to be in earlier stages of development, provide limited financial information to investors, and have not yet been fully tested in the public marketplace. Investing in such securities and other alternative investments can be very risky, and investors must be able to afford to lose their entire investment. There is often no public market or ready means to sell or liquidate investments in Accounts. These investments may be subject to holding period requirements and other transfer and sale restrictions and generally are intended to be long-term commitments. Certain of these investments may be offered by Issuers only to investors who are "accredited investors," and you represent and warrant that any information submitted by you through the Alto Platform regarding your status as an accredited investor will be true and correct.

Investors are responsible for conducting their own due diligence regarding investments managed through Alto and the parties with whom investors entrust their funds and do business. Neither Alto nor any of its directors, officers, stockholders, employees, representatives, affiliates, agents or advisors shall have any liability whatsoever arising from or for any error or incompleteness of fact or opinion in, or lack of care in the preparation or publication of, the materials transmitted through or posted on this Site or through the Alto Platform. The information on this Site does not constitute an offer of, nor the solicitation of an offer to buy or subscribe for, any securities to any person in any jurisdiction to whom or in which such offer or solicitation is unlawful.

**Responsibilities of Issuers.** Each Issuer is solely responsible for ensuring that its offering of any investment or securities is in compliance with all applicable statutes, laws, ordinances, regulations, rules, codes, injunctions, judgments, decrees or orders of any United States or foreign, federal, state, local, municipal or other governmental, regulatory or administrative

authority, agency or commission or any judicial or arbitral body, or anybody duly authorized to exercise any administrative, judicial, executive, legislative, police, regulatory or taxing authority power or authority of any of the foregoing (“Applicable Law”). Each Issuer is solely responsible for the material and information such Issuer (and Users on its behalf) posts on the Alto Platform and, by posting such material and information, the Issuer represents that: (i) it has complied with all Applicable Laws in all material respects; and (ii) such material and information are true and correct in all material respects. By accessing and using the Alto Platform, each Issuer agrees to indemnify, defend and hold harmless Alto and its affiliates, and their respective officers, directors, employees, agents, representatives, and advisors, and each of their respective successors and assigns, from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys’ fees), resulting from or relating to any offering or violation of Applicable Law by such Issuer or its employees, agents or affiliates.

#### 4. LINKS TO OTHER WEBSITES

We may display the name and logo of Issuers, business partners or other third parties, and provide links to their respective websites, within the Alto Platform, including on the Site. Issuers hereby authorize such use of their names, logos and website links. Any logos or other third party trademarks are and remain the property of their respective owners. By clicking on a link, logo or other item, please note that you may no longer be on the Site. We make no representation or warranty and assume no liability for any Issuer or such third party, linked site, any third-party investment, product, service, or the actions or omissions of its owners or operators. We encourage you to read the posted privacy statement of that website before interacting with it. Although we may have a relationship with a linked site or its owner, we will not be responsible for the content, accuracy, or operation of the linked site. Alto also does not verify or guarantee that information provided by any Issuer or third party through the Alto Platform, including any company offering securities, is accurate or complete or that the pricing or valuation of an investment is accurate or appropriate.

#### 5. RIGHT TO USE YOUR SUBMITTED COMMENTS AND OTHER CONTENT

If you post a testimonial, comment, suggestion, survey answer, review or other feedback or content (collectively, “Content”) to any publicly-available part of our website or platform, or to another public website or media platform where Content about your use of our Services may be collected, or if you provide Content about your use of our Services through any webpage, electronic communication or form that indicates your Content may be used for promotional or marketing purposes, then (1) you agree we may use your Content in a number of different ways, including by publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, and allowing others to do the same in connection with the promotion or distribution of our Services through third party sites or platforms, and (2) you irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use the Content you post or provide for any purpose. The word “use” here means and includes to use, copy, publish in any form or media, publicly perform and display, aggregate, reproduce, distribute, modify, edit, exclude, translate, process, commercialize, and prepare derivative works from.

#### 6. OWNERSHIP

Alto is only providing you with the right to access and use the Site and Alto Platform. As between the parties, Alto retains sole and exclusive ownership of and all right, title, and interest in and to the Site and Alto Platform (including ownership of all copyright, patent, trademark, trade secrets, and other intellectual property interests) and to all modifications and

enhancements. You will not gain any ownership or other right, title or interest in or to them by reason of this Agreement, your use of the Site or Alto Platform, or otherwise. Alto® is a registered trademark of Alto Solutions, Inc. Alto reserves all rights in and to the Site and Alto Platform not expressly granted under these Terms.

You shall not remove, modify or copy any Alto or third-party trademarks or copyright notices accessed through or incorporated into the Site or Alto Platform. All third-party marks and works are the properties of their respective owners and may be used by you only in connection with use of the Site and for no other purpose whatsoever. You may not reverse engineer, modify, or de-compile any of the technology that we make available to you.

#### 7. COPYRIGHT NOTICES

We will not knowingly publish content in violation of applicable copyright law. If you believe content has been displayed, reproduced, printed or otherwise distributed by us through this website in violation of any third-party copyright, please notify us in writing. Send your notice to 500 11th Ave N, Suite 790, Nashville, TN 37203, attention: President, and include the following:

1. electronic or physical signature of a person authorized to act for the copyright owner
2. description of the copyrighted work
3. description of where the infringing content is located on this website
4. your office or home address, telephone number and email address
5. a statement of good faith belief that the use of the work is not permitted by the copyright owner, and
6. a statement under penalty of perjury that the above is true and you are authorized to act for the owner.

#### 8. PRIVACY POLICY

Please see our Privacy Policy for details regarding the manner in which we collect and use information about you. **By accepting this Agreement and creating an Alto account, you are also confirming that you have read, understand and agree to the Privacy Policy.**

#### 9. WARRANTY DISCLAIMER

ALTO MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, SERVICES, ALTO PLATFORM OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALTO DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALTO DOES NOT WARRANT OR GUARANTEE THAT USE OF THE SITE, SERVICES, OR ALTO PLATFORM WILL BE ERROR-FREE, OR THAT IT WILL RESULT IN ANY INCOME, GAIN, TAX TREATMENT OR OTHER BENEFIT TO YOU OR ANY THIRD PARTY.

#### 10. LIMITATION OF LIABILITY

IN NO EVENT WILL ALTO BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, LITIGATION COSTS, LOSS OF DATA, LOSS OF CAPITAL, TAXES, PENALTIES OR INTEREST. THE LIABILITY OF ALTO TO ANY USER OR ACCOUNT BENEFICIARY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES RECEIVED BY ALTO FROM THE USER THROUGH THE SITE WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THESE LIMITATIONS SHALL APPLY TO ANY



LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

#### 11. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Alto, its owners, directors, officers, employees, representatives and agents (each an "Indemnified Party") from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to your use of this Site or the Alto Platform, our reliance on instructions from you, or your breach of any of these Terms.

#### 12. TERMINATION

We may terminate your use of the Site and Alto Platform at any time without cause. After termination, this Agreement will continue to apply to any obligations incurred or arising prior to termination.

#### 13. MISCELLANEOUS

**Amendments.** Alto may amend this Agreement at any time by posting a revised version on the Site. Your continued use of the Site will be evidence of your agreement to the changes. Your access to and use of the Alto Platform is also governed by information, guidelines, policies and separate agreements made available on the Site. To the extent that there are any conflicts between the terms of this Agreement and the Site, the terms and conditions of this Agreement will govern.

**Governing Law.** This Agreement and any controversy, dispute or claim arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions. We make no representation that the materials or the content available in this Site are appropriate or available for use in all locations. You agree to comply with any local laws that apply to your access and use of this Site or the Alto Platform.

**Notices.** You may send notices to us at 500 11th Ave N, Suite 790, Nashville, TN 37203. We may send notices to you at your postal or e-mail address, or by posting a message on this Site.

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be enforced to the maximum extent permitted, and the remainder of this Agreement will continue in effect.

**Waiver.** The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect that party's right to later enforce or exercise it.